

**AMENDMENT NO. 1 TO
SOLICITATION FOR OFFERS 09WSA0200C
DECEMBER 19, 2008**

Solicitation for Offers No. 09WSA0200C issued November 21, 2008 for the National Oceanic and Atmospheric Administration's requirement for approximately 31,100 rentable square feet of office, warehouse, and related space.

The following amendments and clarifications are hereby made to the above-referenced Solicitation for Offerors, as a result of the Pre-Bid Conference on December 5, 2008. All Offerors must acknowledge receipt of this Amendment No. 1 in their Initial Offers due February 4, 2009.

1. Section 1.4 of the Solicitation for Offers which states "Offers are due by January 21, 2009 at 4:00 pm Eastern Standard Time and shall remain open until lease award." shall be deleted in its entirety and replaced with "Offers are due by February 4, 2009 at 4:00 pm Eastern Standard Time and shall remain open until award."

I hereby acknowledge receipt of Amendment No. 1 to SFO No. 09WSA0200C and accept all terms and conditions in SFO No. 09WSA0200C.

Port of Newport, Don Mann, GM
Offerors Name - Printed

Don Mann
Offerors signed concurrence

12-24-08
Date

**AMENDMENT NO. 2 TO
SOLICITATION FOR OFFERS 09WSA0200C
JANUARY 12, 2009**

Solicitation for Offers No. 09WSA0200C issued November 21, 2008 for the National Oceanic and Atmospheric Administration's requirement for approximately 31,100 rentable square feet of office, warehouse, and related space.

The following amendments and clarifications are hereby made to the above-referenced Solicitation for Offerors. All Offerors must acknowledge receipt of this Amendment No. 2 in their Initial Offers due February 4, 2009.

1. Section 3.4.A.10 shall be added to the Solicitation for Offers. This section shall state "Offerors must submit a completed cost estimate form, Attachment #3 to the SFO. This form will be used to complete the scoring analysis and determine whether the lease is capital or operating. The estimate shall include all developer costs to complete the facility that will be leased to the Government. These costs include the total direct and indirect costs of the facility, including land, design, site improvements, building shell costs, tenant improvement costs, and management costs. A cost estimate is required for each structure (including piers and small boat floats) to facilitate the capital/operating lease analysis; therefore completed worksheets are needed for each structure. In addition to the new construction costs outlined above, offerors shall provide the estimated value of each structure that is currently on the site that will be leased to the Government."

I hereby acknowledge receipt of Amendment No. 2 to SFO No. 09WSA0200C and accept all terms and conditions in SFO No. 09WSA0200C.

Port of Newport - Don MANN, G.M.
Offerors Name - Printed

Don Mann
Offerors signed concurrence

1-13-09
Date

**AMENDMENT NO. 3 TO
SOLICITATION FOR OFFERS 09WSA0200C
MAY 4, 2009**

Solicitation for Offers No. 09WSA0200C issued November 21, 2008 for the National Oceanic and Atmospheric Administration's requirement for approximately 31,100 rentable square feet of office, warehouse, and related space.

The following amendments and clarifications are hereby made to the above-referenced Solicitation for Offerors. All Offerors must acknowledge receipt of this Amendment No. 3 in their Final Revised Proposals due June 4, 2009.

1. Section 1.12, Part A. 14 of the Solicitation for Offers (SFO) shall be deleted in its entirety and replaced with the following:

Requirements of Modernization. All offeror's (including the existing 1801 Fairview Avenue East Property) must meet all of the requirements of the SFO, including all security requirements outlined in Section 10.0 of this SFO. During modernization, if the 1801 Fairview Avenue East Property is the successful Offeror they will be responsible for providing and paying for swing space (temporary alternate space) and all costs of moving to and from the swing space, equal in size and utility to the amount of space vacated from time to time in the 1801 Fairview Avenue East Property ("Swing Space"). At a minimum the "Swing Space" must meet the following requirements:

- a. The building(s) must be located within the following delineated area: Northgate Way on the north, Denny Way on the south, Aurora Avenue on the west, and Lake Washington on the east.
- b. Depending on the amount and type of space moved during construction, the Government shall have access to the same amount of parking as is currently provided. If all space must be relocated 75 parking spaces, 50 of which shall be secured, must be provided.
- c. Office space must be located in a single building on a maximum of two floors.
- d. Warehouse and electronics spaces can be located in a separate facility. In the event this space is located in a separate building, the building shall be no more than two miles from the office building.
- e. Janitorial services shall be provided.
- f. The building must be fully functional, including functional HVAC, seven days a week from 7 AM to 6 PM.
- g. The "Swing Space" plan shall included space plans and a detailed schedule that is incorporated in the schedule required under Factor "D" Availability.
- h. Storage space shall be provided for museum items. Additionally storage shall be provided for the ammunition locker.

2. Section 2.1 of the SFO shall be deleted in its entirety and replaced with:

2.1 OTHER AWARD FACTORS (AUG 2008)

- A. The lease will be awarded to the Offeror whose offer will be most advantageous to the Government.
- B. The combination of factors below are significantly more important than price.

Factor "A" Location of Site

Subfactors

1. Site Compatibility
2. Proximity to Shipping Route
3. Proximity to NOAA Western Regional Center
4. Proximity to "for-hire" Labor
5. Access to Fire Protection
6. Proximity to Emergency Medical Facility
7. Access to Fuel
8. Access to Airport
9. Access to Public Transportation
10. Proximity to Shipyard/Dry Dock
11. Physical Barriers
12. Access to Solid Waste Removal

Factor "B" Site Configuration and Management

Subfactors

1. Site Configuration
2. Site Protection
3. Environmental Concerns and Natural Areas
4. Tidal Range and Water Characteristics
5. Unscheduled Port Closures
6. Frequency of Dredging

Factor "C" Quality of Building and Pier

Subfactors

1. Quality of Building Design and Efficiency
2. Width of Pier
3. Distance between Two Piers
4. Distance between Piers and any Fixed Obstruction

Factor "D" Availability

1. Delivery Timeline

Factor "E" Past Performance and Project Financing

Subfactors

1. Key Personnel
2. Past Performance
3. Evidence of Capability to Perform

Factor "F" Quality of Life

Subfactors

1. Housing Availability
2. Schools
3. Proximity to Hotels, Motels, Food, and Recreational Facilities
4. Proximity to Medical/Dental
5. Proximity to Business District

The importance of the following factors is as follows:

Factors "A", "B", and "C" are of equal importance and are significantly more important than Factors "D", "E", and "F"; Factor "D" and Factor "E" are of equal importance and more important than Factor "F".

The importance of the subfactors within Factor A (Location of Site) is as follows: individual subfactor 1 is more important than Individual subfactors 2-12; individual subfactors 2-6 are of equal importance and are more important than the individual subfactors 7-12; and individual subfactors 7-12 are of equal importance.

The importance of the subfactors within Factor B (Site Configuration & Management) is as follows: the individual subfactors 1-2 are of equal importance and are more important than individual subfactors 3-6; individual subfactors 3-5 are of equal importance and are more important than the individual subfactor 6.

The importance of the subfactors within Factor C (Quality of Building and Pier) is as follows: individual subfactors 1-4 are of equal importance.

The importance of the subfactors within Factor E (Past Performance & Key Personnel) is as follows: individual subfactors 1-3 are of equal importance.

The importance of the subfactors within Factor F (Quality of Life) is as follows: individual subfactors 1-3 are of equal importance and are more important than individual subfactors 4-5; and individual subfactors 4-5 are of equal importance.

C. The following is a description of the award factor(s) listed above:

FACTOR "A" - LOCATION OF SITE

1. Site Compatibility

The Offeror shall provide a comprehensive list of all adjacent land uses and activity levels of adjacent piers. Identify the distance of adjacent piers to the offered pier and the activity level of all adjacent piers. A map identifying the proposed site and the uses of adjacent sites (both pier and land) is preferred.

2. Proximity to Shipping Route

The Offeror shall provide a descriptive narrative and/or a map identifying a navigable route from the offered site to the Pacific Ocean and from the offered site to inland shipping routes east of Vancouver Island. The narrative and/or map should also identify the distance from the offered site to the Pacific Ocean, and Vancouver, Island in nautical miles.

3. Proximity to NOAA Western Regional Center

The Offeror shall provide the distance, in drivable miles, from the offered site to 7600 Sand Point Way, NE Seattle, WA 98115.

4. Proximity to "for-hire" Labor

The Offeror shall identify the availability of labor in close proximity to the site. Offers shall include the distance, in drivable miles, to the following labor categories: 1) full service ship repair contractors 2) marine electricians 3) ship fitters 4) riggers 5) marine welders 6) pipe fitters 7) sheet metal mechanics 8) machinist 9) insulators 10) HVAC mechanics 11) marine navigation and communication system specialist 12) electrical motor specialist 13) marine electronic systems specialist.

5. Access to Fire Protection

The Offeror shall identify the distance and/or average response times from the closest fire station to the offered site. Distance and/or response time shall be given for both shoreside and waterside responses.

6. Proximity to Emergency Medical Facility

The Offeror shall provide the response time from the offered site to the nearest medical facility. Offers shall include the response time to the nearest Level II trauma center.

7. Access to Fuel

The Offeror shall provide the distance, in nautical miles, from the offered site to the nearest fueling terminal. The offer shall include the distance from the offered site to the nearest Government (U.S. Coast Guard or U.S. Navy) fueling terminal. In

addition Offeror shall state whether fueling barges are permitted to the docks and whether fueling trucks may use the pier for fueling purposes.

8. Access to Airport

The Offeror shall provide the distance, in drivable miles, from the offered site to the nearest airport. Offers shall include the distance to both the nearest major airport/cargo hub (examples: SeaTac or Portland International Airport) and regional or local airfield.

9. Access to Public Transportation

The Offeror shall identify the distance, in drivable miles, from the offered site to the nearest bus stop, train station, and/or any other form of public transportation.

10. Proximity to Shipyard/Dry Dock

The Offeror shall identify the distance, in drivable miles, from the offered site to the two nearest shipyards and/or dry docks.

11. Physical Barrier

The Offer shall identify the number of physical barriers including, but not limited to, draw bridges and locks that may affect ships travel times and efficiency.

12. Access to Solid Waste Removal

The Offeror shall provide the distance, in drivable miles, from the offered site to the nearest solid waste garbage processing facility, recycling facility, and hazmat collection facility. NOAA should be able to remove and process the following waste at one of the facilities listed above: expired paints, acids, used solvents, oil filters, oily rags, spill response waste, lamps, batteries, mercury, electronic equipment, antifreeze, PCB's, and asbestos.

FACTOR "B" - SITE CONFIGURATION AND MANAGEMENT

1. Site Configuration

The Offeror shall provide a site that allows facilities to be un-constrained by adjacent piers/properties and can support all operations in an efficient manner. Offers shall include a drawing depicting the proposed site layout including, but not limited to, all buildings, piers, storage and laydown areas, parking, fence line, and location of all emergency related features such as required fire lanes and hydrants.

2. Site Protection

The Offeror shall provide a detailed narrative outlining the berthing areas exposure to wind, waves, strong currents, and tidal surges. If available, the description shall include the offered sites average wind speed, average wave height, and average current. Additionally sites with breakwater structures shall describe their use and configuration.

3. Environmental Concerns and Natural Areas

The Offeror shall provide a Phase 1 Environmental Site Assessment per the standards of ASTM E1527-05 as amended. The ESA will be reviewed to determine if the offered site contains any recognized environmental condition (REC'S). Additionally Offeror shall note any natural areas and/or habitats and cultural areas that are located on or within a one-mile radius of the site. Further, if the Offeror knows of existing REC's on the site they are required to provide a detailed remediation plan which include procedures to clean the site and a timeline of such activities.

4. Tidal Range and Water Characteristics

The Offeror shall provide the diurnal tidal range for the offered site. Additionally the offer shall include the salinity calculations for the water at the site.

5. Unscheduled Port Closures

The Offeror shall provide a list of all unscheduled port closures resulting from severe weather at the offered site within the past three years.

6. Frequency of Dredging

The Offeror shall provide a list or schedule of all dredging that has occurred at the offered site in the past three years. In addition, if a schedule of future dredging is available please include it with the offer.

FACTOR "C" - Quality of Building and Piers

1. Quality of Building Design and Efficiency

The Offeror shall include a test fit layout per Section 1.1 Part F of the SFO. The test fit layout shall demonstrate the potential for an efficient layout. Additionally the Offeror shall provide narrative to demonstrate the, functionality and aesthetics of the structures.

2. Width of Pier

The offer shall include drawings and narratives outlining the usable width in linear feet of the offered piers.

3. Distance between Piers

In the event the offer has two or more piers the offeror shall include drawings and narratives outlining the distance between the structures.

4. Distance between Piers and Fixed Obstructions

The offer shall include drawings and narratives detailing the distance between the pier(s) and any fixed obstruction.

FACTOR "D" - Availability

1. Availability

Although Section 1.9 of the SFO states an occupancy date of May 1, 2011, the Government understands that each site is unique and may not be able to provide both the upland facilities and piers by May 1, 2011, or may be able to provide occupancy for all facilities before May 1, 2011. Therefore the Offeror shall provide a detailed schedule which includes, but is not limited to, all tasks outlined in Section 5.13, a kick-off meeting, Design Intent Drawings, Concept Drawings, working drawings, TI price proposals, permits, construction periods for both the piers, upland facilities and TI, commencement of build out, final completion, inspection and certificate of occupancy, acceptance of space, rent commencement and lease commencement. Note that offers with an occupancy date later than December 31, 2012 will not be considered.

FACTOR "E" - PAST PERFORMANCE AND PROJECT FINANCING

1. Key Personnel

The Offeror shall include the resumes of all key personnel members. In addition to the resumes, offers shall include five projects in which they served a similar role and five projects of similar size and scope to NOAA's requirement. It is considered advantageous if the key members have worked together on previous projects. Any changes to key personnel team members must be approved by the Contracting Officer.

2. Past Performance

The Offeror shall include projects with references relevant to the requirements of this SFO. The projects shall not be older than five years and shall demonstrate conformance to language of the lease, accurate estimates, cost control, schedule adherence, overall customer satisfaction, and adherence to all small business subcontracting goals. Projects of similar size and scope to this requirement are considered advantageous.

3. Evidence of Capability to Perform

The Offeror shall provide a plan that fully demonstrates their ability to finance this project. The plan shall include, but not be limited to, a firm commitment of funds, a plan for interest rate fluctuations, debt obligations, equity assumptions, and any project finance savings. If applicable, offers shall also include any financing contingency plans. All financial forms shall be authorized by a bank officer or other legally authorized financial officials.

FACTOR "F" - QUALITY OF LIFE FACTORS

1. Housing Availability

The Offeror shall include the name of all counties and/or cities within a twenty mile radius of the offered site.

2. Schools

The Offeror shall provide the Washington Assessment of Student Learning (WASL) or Oregon Assessment of Knowledge and Skills (OAKS) standardized test scores for tenth graders in the county/city which the site is located. Results for Washington school districts can be found at: reportcard.ospi.k12.wa.us/ and results for Oregon school districts can be found at: [HTTP://WWW.GREATSCHOOLS.NET/TEST/LANDING.PAGE?STATE=OR&TID=60](http://WWW.GREATSCHOOLS.NET/TEST/LANDING.PAGE?STATE=OR&TID=60). Please note both the state average and the score of the respective district.

3. Proximity to Hotels/Motels, Food, and Recreation

The Offeror shall provide a map of the site and all amenities, including hotels, motels, fast food, white tablecloth dining, etc. within two driving miles of the site. Additionally offers shall note all recreational activities/facilities available within thirty driving miles of the site. Two separate maps identifying the site and 1) all amenities within two miles and 2) recreational facilities within thirty miles of the site is preferred.

4. Proximity to Medical/Dental

The Offeror shall provide a list of all medical and dental facilities within 30 driving miles of the site. If many medical and dental facilities are located within thirty miles of the site, Offerors do not need to include facilities that provide the same service more than twice. A map identifying the site and all medical/dental facilities within 30 driving miles is preferred.

5. Proximity to Business District

The Offeror shall provide the distance in drivable miles from the site to the nearest business district, defined as an area that provides a variety of goods and services. A map identifying the site and nearest business district is preferred.

3. The following shall be added as Section 2.2 Part D to the Solicitation for Offers: Piers must meet the seismic standards outlined in UFC 4-152-01: Unified Facilities Criteria, Design for Piers and Wharves – SUG Level 1. Per Section 2.2 of the SFO, a Seismic Certificate for the piers must be submitted with the Final Proposed Revisions.

4. The following shall be added as Section 3.8 – Department of Natural Resources Lease Payments (if applicable): The Government shall 1) make a single annual lump sum payment

to the Lessor for its share based on the percent of occupancy of any increase in Department of Natural Resources (DNR) ground leases during the lease term over the amount established as the base year premium, or 2) receive a lump sum payment for its share of any annual decreases for the duration of the DNR ground lease.

The amount of lump sum payment shall be based upon evidence of ground lease payment submitted by the Lessor to the Contracting Officer. The Government shall be responsible for payment of any DNR ground lease increase over the base year only if the proper invoice and evidence of payment is submitted by the Lessor within 90 calendar days after the date the payment is due from the Lessor to the Department of Natural Resources. Base year ground lease costs as referred to in this paragraph are the charges for the first 12-month period coincident with Government occupancy of leased space in its entirety. As the base year sets after the first 12-month period coincident with Government occupancy of leased space, the estimated rate for the first 12 months shall be reflected in Section II of Form 1217 (if applicable please add this cost on an attached sheet to the 1217 as it is not currently a line item). The adjustment to the estimated rate will be accomplished by Supplemental Lease Agreement after the first 12 months of Government occupancy of the leased space in its entirety.

- 5 The following shall be added as Section 3.9 – Insurance: The Government shall 1) make a single annual lump sum payment to the Lessor for its share based on the percent of occupancy of any increase in hazard and liability insurance premiums during the lease term over the amount established as the base year premium, or 2) receive a lump sum payment for its share of any annual decreases for the duration of the lease in the insurance premium established as the base year premium.

The amount of lump sum payment shall be based upon evidence of insurance policy and payment submitted by the Lessor to the Contracting Officer. The Government shall be responsible for payment of any insurance premium increase over the base year only if the proper invoice and evidence of payment is submitted by the Lessor within 90 calendar days after the date the insurance premium is due from the Lessor to the insurance company. Base year insurance premium as referred to in this paragraph is the insurance premium for the first 12-month period coincident with Government occupancy of leased space in its entirety. The estimated rate for the first 12 months will be reflected in Section II of Form 1217. The adjustment to the estimated rate will be accomplished by Supplemental Lease Agreement after the first 12 months of Government occupancy of the leased space in its entirety.

The Government will not pay for any portion of "terrorism insurance" (Terrorism Risk Insurance Act of 2002) obtained by the Lessor.

I hereby acknowledge receipt of Amendment No. 3 to SFO No. 09WSA0200C and accept all terms and conditions in SFO No. 09WSA0200C.

Offerors Name – Printed

Ronald L. Mark
Offerors signed concurrence

5-14-09
Date